

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF TEXAS
SAN ANTONIO DIVISION

UNITED STATES OF AMERICA
Plaintiff,

v.

GERARDO SOTO GOMEZ (14)
Defendant.

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§

CASE NO. SA: 20-CR-543-OLG

**UNOPPOSED MOTION TO SUBMIT REAL PROPERTY
IN LIEU OF CASH OR SURETY**

TO THE HONORABLE COURT:

Now comes MICHAEL M. MACHADO on behalf of Defendant, GERARDO SOTO GOMEZ and files this Unopposed Motion to Submit Real Property in Lieu of Cash or Surety. Defendant moves this Honorable Court to accept the real property in lieu of cash or surety for the following reasons:

1. The Bexar County Appraisal District (“BCAD”) Payment Record with incorporated Tax Value/appraisal for tax year 2020 showing that the real property is appraised at \$196,030 and property taxes for all years up to and including 2020 are paid and up to date. (*See Exhibit A*).
2. A Special Warranty Deed showing one owner of the property and no mortgages on the property. (*See Exhibit B*).
3. A Deed of Trust from Grantor Monica Delgado to Trustee, Clerk of the U.S. District Court to secure the use of the property described therein as collateral in lieu of cash or surety. (*See Exhibit C*).
4. Assistant United States Attorney ADRIAN ROSALES does not oppose this motion.

WHEREFORE PREMISES CONSIDERED, Counsel for the Defendant respectfully prays that this Unopposed Motion to Submit Real Property in Lieu of Cash or Surety be GRANTED, and that this Honorable Court release Defendant on bond subject to the imposed conditions.

Respectfully submitted,

VALDEZ & TREVINO, ATTORNEYS AT LAW P.C.
Callaghan Tower
8023 Vantage Drive, Seventh Floor
San Antonio, Texas 78230
Telephone: (210) 598-8686
Facsimile: (210) 598-8797

/s/ Michael M. Machado
Michael M. Machado
State Bar No 12760475
mmachado@valdeztreviso.com
Counsel for Defendant Gerardo Soto Gomez

CERTIFICATE OF SERVICE

I do hereby certify that the foregoing instrument was filed via the Court's CM/ECF electronic filing system, which caused to be served a true and correct copy of the foregoing document upon the following counsel of record, on this 12th day of January 2021, pursuant to Rule 5 of the Federal Rules of Civil Procedure:

ASSISTANT UNITED STATE ATTORNEY
Adrian Rosales

/s/ Michael M. Machado
Michael M. Machado

EXHIBIT A

PAYMENT RECORD VIA WEB



ALBERT URESTI, MPA, PCC
 BEXAR COUNTY TAX ASSESSOR-COLLECTOR
 P O BOX 839950
 SAN ANTONIO, TX 78283-3950
 210-335-2251

Certified Owner:

DELGADO MONICA
 447 HERMINE BLVD
 SAN ANTONIO , TX 78212-1132

Legal Description:

NCB 9687 BLK 18 LOT 19 N 20 FT OF 18

Parcel Address: 419 ROSEHILL DR

Legal Acres: 0.2211

Account No: 09687-018-0190

Year : 2020

Print Date : 01/11/2021

Operator Code: WEB-PRINT

Rec Type : Levy

Year	Tax Unit Name	Tax Value	Tax Rate	Levy	Penalty & Interest	Coll. Fee	Refund	Total
2020	ROAD AND FLOOD	196,030	0.023668	46.40	0.00	0.00	0.00	46.40
2020	ALAMO COMM COLLEGE	196,030	0.149150	292.38	0.00	0.00	0.00	292.38
2020	HOSPITAL DISTRICT	196,030	0.276235	541.50	0.00	0.00	0.00	541.50
2020	BEXAR COUNTY	196,030	0.277429	543.84	0.00	0.00	0.00	543.84
2020	SA RIVER AUTHORITY	196,030	0.018580	36.42	0.00	0.00	0.00	36.42
2020	CITY - SAN ANTONIO	196,030	0.558270	1,094.38	0.00	0.00	0.00	1,094.38
2020	NORTH EAST ISD	196,030	1.268400	2,486.44	0.00	0.00	0.00	2,486.44
Levy Total :				\$5,041.36	\$0.00	\$0.00	\$0.00	\$5,041.36
Gross Total :				\$5,041.36	\$0.00	\$0.00	\$0.00	\$5,041.36
Grand Total :				\$5,041.36	\$0.00	\$0.00	\$0.00	\$5,041.36

ACCOUNT PAID IN FULL

LAST PAYMENT DATE: 11/18/2020

Payment Receipt Dates:

11/18/2020

EXHIBIT B

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

GENERAL WARRANTY DEED

Date: July 9, 2015

Grantor: LEONOR H. PACHECO A/K/A LEONOR PACHECO, INDIVIDUALLY AND AS INDEPENDENT EXECUTRIX OF THE ESTATE OF JESSIEL PACHECO, DECEASED

Grantor's Mailing Address:

_____ County

Grantee: MONICA DELGADO

Grantee's Mailing Address:

447 Hermine
Blvd. San Antonio TX. 78212
Bexar County

Consideration:

TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration.

Property (including any improvements):

THE NORTH 20 FEET OF LOT 18, ALL OF LOT 19, BLOCK 18, NEW CITY BLOCK 9687, ALLENA VILLAGE, CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS, ACCORDING TO MAP OR PLAT THEREOF RECORDED IN VOLUME 2805, PAGE(S) 194, OF THE DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS.

Reservations from and Exceptions to Conveyance and Warranty:

Validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments, other than conveyances of the surface fee estate, that affect the Property; and taxes for 2015, which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

GENERAL WARRANTY DEED
PAGE 1 OF 2

STATE OF TEXAS COUNTY OF BEXAR
CERTIFIED COPY CERTIFICATE
The page to which this certificate is affixed may have been lawfully altered to redact confidential personal information but is otherwise a full, true and correct copy of the original on file and of record in my office.
ATTESTED:

DEC 22 2020



LUCY ADAME-CLARK
COUNTY CLERK
BEXAR COUNTY, TEXAS

BY: _____

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

GRANTOR:

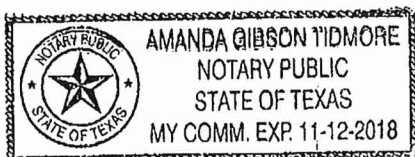
THE ESTATE OF JESSIEL PACHECO, DECEASED

By: *Leonor Pacheco by Leticia R. Chapa, as Attorney in Fact*
LEONOR H. PACHECO A/K/A LEONOR PACHECO, Individually and as Independent Executrix, by LETICIA R. CHAPA, as Attorney in Fact

STATE OF TEXAS)

COUNTY OF BEXAR)

This instrument was acknowledged before me on July 9, 2015, by LEONOR H. PACHECO A/K/A LEONOR PACHECO, INDIVIDUALLY AND AS INDEPENDENT EXECUTRIX OF THE ESTATE OF JESSIEL PACHECO, DECEASED, by LETICIA R. CHAPA, as Attorney in Fact



[Signature]
Notary Public, State of Texas
My commission expires: _____

AFTER RECORDING RETURN TO:
MONICA DELGADO

GENERAL WARRANTY DEED
PAGE 2 OF 2

STATE OF TEXAS COUNTY OF BEXAR
CERTIFIED COPY CERTIFICATE
The page to which this certificate is affixed may have been lawfully altered to redact confidential personal information but is otherwise a full, true and correct copy of the original on file and of record in my office.
ATTESTED:

DEC 22 2020



LUCY ADAME-CLARK
COUNTY CLERK
BEXAR COUNTY, TEXAS

BY: *[Signature]*

DEPUTY

Doc# 20150124306
Pages 3
07/09/2015 10:00AM
e-Filed & e-Recorded in the
Official Public Records of
BEXAR COUNTY
GERARD C. RICKHOFF
COUNTY CLERK
Fees \$30.00

STATE OF TEXAS COUNTY OF BEXAR
CERTIFIED COPY CERTIFICATE
The page to which this certificate is affixed may have
been lawfully altered to redact confidential personal
information but is otherwise a full, true and correct
copy of the original on file and of record in my office.
ATTESTED:

DEC 22 2020



LUCY ADAME-CLARK
COUNTY CLERK
BEXAR COUNTY, TEXAS

BY: _____

DEPUTY

STATE OF TEXAS
COUNTY OF BEXAR
This is to Certify that this document
was e-FILED and e-RECORDED in the Official
Public Records of Bexar County, Texas
on this date and time stamped thereon.
07/09/2015 10:00AM
COUNTY CLERK, BEXAR COUNTY TEXAS



Gerard C. Rickhoff

Lucy Adame-Clark

COUNTY CLERK



BEXAR COUNTY

BEXAR COUNTY COURTHOUSE
100 DOLOROSA, SUITE 104
SAN ANTONIO, TEXAS 78205

CERTIFICATE

STATE OF TEXAS §

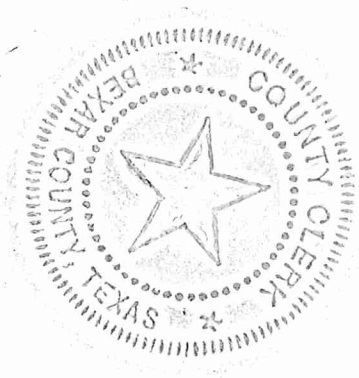
COUNTY OF BEXAR §

I, LUCY ADAME-CLARK, COUNTY CLERK OF BEXAR COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF BEXAR COUNTY, TEXAS, NOW IN MY LAWFUL CUSTODY AND POSSESSION AS SAME APPEARS OF RECORD FILED IN:

DOCUMENT NUMBER 201501241306 VOLUME 17335 PAGE 1417

THIS COPY MAY HAVE BEEN ALTERED TO REDACT CONFIDENTIAL PERSONAL INFORMATION AS REQUIRED BY TEXAS GOVERNMENT CODE 552.147.

IN TESTIMONY WHEREOF, WITNESS MY HAND AND OFFICIAL SEAL OF OFFICE GIVEN IN THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS, ON THIS 22nd DAY OF December A.D., 20 20.



LUCY ADAME-CLARK
COUNTY CLERK
BEXAR COUNTY, TEXAS

BY: _____

Adam Benavides
Deputy County Clerk

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

EXHIBIT C

DEED OF TRUST

THIS DEED OF TRUST is made on January 11, 2021 between MONICA DELGADO ("Grantor"), and Clerk, U.S. District Court, ("Trustee"), and MONICA DELGADO, ("Beneficiary");

1. GRANT

In order to provide security for the court appearance of Defendant GERADO SOTO GOMEZ, Grantor irrevocably grants, transfers, and assigns to Trustee in trust, with power of sale, that property in all those certain tracts or parcels of land lying in and being situated in Bexar County, Texas known and designated as:

THE NORTH 20 FEET OF LOT 18, NEW CITY BLOCK 9687. ALLENA VILLAGE, CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS, ACCORDING TO MAP OR PLAT THEREOF RECORDED IN VOLUME 2805, PAGE(S) 194, OF THE DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS.

Together with all improvements, easements, fixtures, and appurtenances belonging thereto, and all rents, issues and profits thereof.

2. COVENANTS OF GRANTOR

- (a) Grantor shall pay all taxes, assessments, water charges, sewer service charges, and other charges against said property before any penalty attached thereto, and furnish Trustee or Holder, upon request, duplicate receipts therefor.
- (b) Grantor shall keep said premises in good condition and repair free from any mechanic's or other lien not expressly subordinated to the lien hereof.
- (c) Grantor shall pay, when due, all indebtedness secured by liens prior to the lien hereof, if any, on said property and immediately exhibit satisfactory evidence of such payment to Trustee.
- (d) Grantor shall comply with all requirements of law with respect to the premises and the use thereof and shall make no material alterations thereof except as required by law or authorized by Trustee or Holder.
- (e) Grantor shall keep all buildings and improvements now or hereafter situated on said property insured against loss or damage by fire or other hazard for the full insurable value thereof, the insurable value to be deemed not less than the amount of the principal indebtedness hereunder. All insurance is to be provided by insurance companies satisfactory to Holder, and when all indebtedness secured by Deed of Trust has been fully paid, Trustee shall release this deed and the lien thereof by proper instrument upon presentation of such payment is satisfactory to Trustee.

3. EFFECT OF EXTENSION

If the payment of said indebtedness or any part thereof is extended, all persons now or at any time hereafter liable thereof shall be held to assent to such extension and their

liability and the lien and all provisions of the Deed of Trust shall continue in force, the right of recourse against all such persons being expressly reserved by the holder of the indebtedness.

4. NOTICES

Each request, notice, authorization, direction or demand required or permitted hereby shall be in writing and the mailing thereof by registered mail Grantor at 447 Hermine Blvd., San Antonio, Texas 78212-1132, and/or Trustee at U.S. District Clerk's Office, 655 E. Cesar Chavez Blvd., Room G65, San Antonio, Texas 78206 shall be sufficient thereof on date of mailing.

5. RESIGNATION OF TRUSTEE; SUCCESSORS

Trustee at any time may resign by instrument in writing filed in the office of the Recorder of the Registrar in Titles in which this instrument shall have been recorded or filed. In the event of the resignation, inability or refusal to act of Trustee, the Clerk and the U.S. District Court shall be Successor Trustee and in the event of the said Title Company's resignation or inability or refusal to act, the Recorder of Deeds of the County in which the property is situated shall be the Successor Trustee.

6. SUCCESSORS AND ASSIGNS

This Deed of Trust and all provisions hereof shall extend to and be binding upon Grantor and all persons claiming under or through Grantor.

7. REPRESENTATIONS AND WARRANTIES

Grantor hereby represents and warrants to Beneficiary that:

(a) Ownership

(1) Grantor is the sole unencumbered owner of the property.

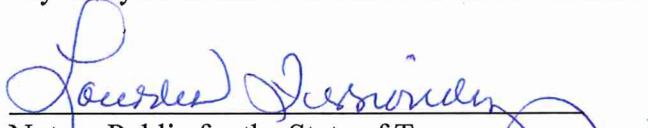
Request is hereby made that a copy of any notice of default and a copy of any notice of sale hereunder shall be mailed to Grantor at the address hereinabove set forth.


MONICA DELGADO, Grantor

STATE OF TEXAS §
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COUNTY OF BEXAR §

On this 17th day of January, 2021 before me, the undersigned, a Notary Public in and for the State, personally appeared MONICA DELGADO, known to me to be the person whose name is subscribed to the within and foregoing instrument, and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.


Notary Public for the State of Texas
Address: 10606 MT. IDA S.A. 78213
My Commission expires: 7-1-2024

